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dallas

REAFFIRMATION AGREEMENT

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

Debtor's Name & Address

RYAN SAMUEL  
CHRISTY L SAMUEL  
1714 AURORA DR  
RICHARDSON TX 75081

Bankruptcy Case No. 05-86305

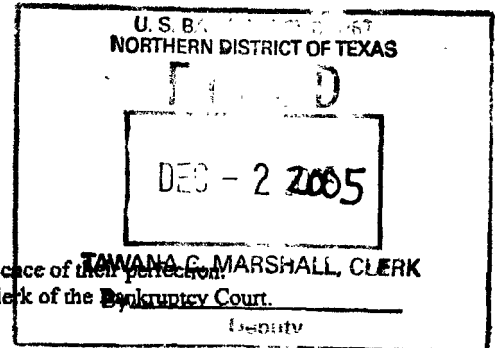
Creditor's Name & Address

HSBC Mortgage Services  
P.O. Box 9068  
Brandon FL 33509

Account No:

XXXXXXX0878

Chapter 7



Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.  
2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR:**

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.**

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is cancelled.**

**You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract not in accordance with Bankruptcy Code 524 (c)).**

**You are allowed to pay this debt without signing the agreement. However, if you do not sign this agreement and are later unwilling to unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.**

**If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.**

**This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)**

Debtor's Name  
RYAN SAMUEL  
CHRISTY L SAMUEL  
Account #  
XXXXXX60878

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**REAFFIRMATION AGREEMENT**

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

**THE DEBT**

Principal Balance	\$ 27021.80
Total Amount of Debt as of 11/09/05:	\$ 27,341.76
<b><u>Above total includes the following:</u></b>	
Interest Accrued as of 11/09/05:	\$ 319.96
Attorney Fees	\$ 0.00
Late Fees	\$ .00
Other Expenses or Costs:	\$ 0.00

Annual Percentage Rate (APR) 11.25000 %

Type of loan Conventional

All adjustable rate notes will remain in effect and will adjust at the scheduled time specified in the mortgage note

Amount of Monthly Principal and Interest Payment: \$295.90  
Total monthly payment may differ to include any amortized items as specified in the mortgage note.

Date Payments Start: Payments shall begin on the first scheduled due date as determined by your Note after this agreement is filed with the Bankruptcy Court.

Total Number of Payments to be made:	213
Total of Payments if paid according to schedule	\$ 63,026.70
Date any Lien is to be released if paid According to schedule	06/2023

The Debtor(s) agree and understand that if they reaffirm this obligation, their liability on such obligation will be fully restored and fully enforceable under state law and under the terms of the original contract, except as those terms are modified herein. Should the Debtor(s) fail to pay the reaffirmed obligation, Creditor can pursue any and all of its available remedies against the Debtor(s) as though no bankruptcy has occurred.

All additional Terms Agreed to by the Parties (if any):

Payments on this debt { were / were not } in default on the date on which this bankruptcy case was files.

This proposed amount is based upon the loan status at the time of filing as is subject to change:

Original payment	\$ 295.90	Modified payment	\$ 295.90
Original interest	11.25000	Modified interest	11.25000
Original final pay date:	06/2023	Modified original final pay date:	06/2023

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Creditor will bring the account current, if delinquent, at the time this reaffirmation agreement is executed and filed with the court by deferring interest in the amount of \$0.00\_. Your monthly payment will be applied first to current interest, then to your deferred interest until the deferred interest amount is paid. This will not increase your monthly payment, however your principle balance will not reduce until the deferred interest is paid in full.

Should debtor elect not to have the account brought current by deferring interest as described above, the debtor agrees to bring the account current by paying the full amount due prior to the expiration of the reaffirmation rescission period as described on page 1 of this agreement.

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Check applicable Boxes:

X Any lien described herein is valid and perfected.

This agreement is part of a settlement of a dispute regarding the discharge ability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. 523) or any other dispute.

**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My Monthly Income (take home pay plus any other income received) is \$ \_\_\_\_\_

My current monthly expenses total \$ \_\_\_\_\_, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement { will / will not } impose an undue hardship on me or my dependents

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I agree to reaffirm this debt because

\_\_\_\_\_

I believe this agreement is in my best interest because

\_\_\_\_\_

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I {consider /did not consider } redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. 722).

I chose not to redeem  
because \_\_\_\_\_

I {was / was not represented by an attorney during negotiations of this agreement


**CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien {are / are not } attached.

{If documents are not attached:} The documents which created and perfected the security interest or lien are not attached because \_\_\_\_\_

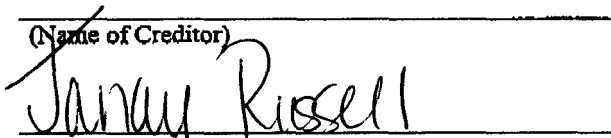
**SIGNATURES**

HSBC MORTGAGE SERVICES  
BANKRUPTCY DEPARTMENT  
PO BOX 9068  
BRANDON, FL 33509

  
(Signature of Debtor)

(Name of Creditor)

Date: 11-13-05

  
(Signature of Creditor Representative)

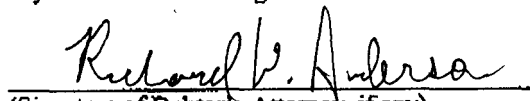
Date: 11/23/05

  
(Signature of Joint Debtor)

Date: 11-13-05

**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor's; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

  
(Signature of Debtor's Attorney, if any)

11/17/05  
Date

3.10 for Markos Leman